

THIS INSTRUMENT PREPARED BY:

Thomas J. Thornton
1119 Willow Run Road
Birmingham, Alabama 35209

STATE OF ALABAMA
SHELBY COUNTY

FUTURE ADVANCE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that

Whereas the undersigned Weatherly Joint Venture, L.L.C., by Thomas J. Thornton and Jack H. Harrison, its Managing Members (Mortgagors) which is justly indebted to Thornton Properties, an Alabama General Partnership (Mortgagee), in sums of various amounts from time to time evidenced by promissory notes in various amounts from time to time, and

Whereas said notes are an open end revolving line of credit under which the Borrowers may borrow, repay and re-borrow from Mortgagee from time to time, and

Whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due.

NOW THEREFORE, in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, do hereby grant, bargain, sell and convey unto the said Thornton Properties, an Alabama General Partnership, the following described real property situated in Shelby County, Alabama, to-wit:

Parcel 1

Part of the W 1/2 of the NW 1/4 of Section 31, and part of the SW 1/4 of the SW 1/4 of Section 30, all in Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

From the SW corner of the NW 1/4 of said Section 31, run in an easterly direction along the south line of said 1/4 section for a distance of 325.11 feet to the point of beginning; thence turn an angle to the left of 91 degrees 27 minutes 04 seconds and run in a northerly direction for a distance of 2335.93 feet to an existing iron pin; thence turn an angle to the right of 0 degrees 20 minutes 29 seconds and run in a northerly direction for a distance of 67.46 feet to a point of curve, said curve being concave in a southeasterly direction and having a central angle of 87 degrees 35 minutes 02 seconds and a radius of 15.0 feet; thence turn an angle to the right and run along the arc of said curve for a distance of 22.93 feet to a point of reverse curve, said new curve being concave in a northerly direction and having a central angle of 23 degrees 23 minutes 45 seconds and a radius of 340.81 feet; thence turn an angle to the left and run along the arc of said curve for a distance of 139.17 feet to the point of ending of said curve; thence continue in a northeasterly direction along a line tangent to the end of said curve and being the south right-of-way line of Glen Abbey Lane for a distance of 24.92 feet to a point of curve, said newest curve being concave in a southwesterly direction and having a central angle of 105 degrees 15 minutes 35 seconds and a radius of 25.0 feet; thence turn an angle to the right and run along the arc of said curve for a distance of 45.93 feet to the point of ending of said curve and being at the south end of Weatherly Club Drive; thence turn an angle to the left and run in a northeasterly direction along the end of said Weatherly Club Drive as shown on the recorded plat of Weatherly Glen Abbey Sector 12 for a distance of 100.0

feet; thence turn an angle to the left of 90 degrees and run in a northwesterly direction along the easterly right-of-way line of said Weatherly Club Drive for a distance of 163.22 feet; thence turn an angle to the right of 100 degrees 12 minutes 50 seconds and run in an easterly direction for a distance of 33.41 feet; thence turn an angle to the right of 89 degrees 58 minutes 36 seconds and run in a southerly direction for a distance of 2630.0 feet; thence turn an angle to the right of 91 degrees 28 minutes 17 seconds and run in a westerly direction for a distance of 310.86 feet, more or less, to the point of beginning.

Parcel 2

Part of the NE 1/4 of the NE 1/4 of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama, and also part of the west 1/2 of the NW 1/4 of Section 31, Township 20 South, Range 2 West, Shelby County, Alabama, all being more particularly described as follows:

Beginning at the SE corner of the NE 1/4 of the NE 1/4 of said Section 36, run in a westerly direction along the south line of said 1/4-1/4 section for a distance of 443.30 feet to an existing iron pin being on the east right-of-way line of I-65 Highway; thence turn an angle to the right of 113 degrees 33 minutes 08 seconds and run in a northeasterly direction along said east right-of-way line of I-65 Highway for a distance of 23.98 feet; thence turn an angle to the left of 26 degrees 32 minutes 18 seconds and run in a northerly direction along the east right-of-way line of said I-65 Highway for a distance of 294.91 feet to an existing iron pin; thence turn an angle to the right of 90 degrees 36 minutes 13 seconds and run in an easterly direction for a distance of 580.54 feet to a point on the west right-of-way line of Glen Abbey Way; thence turn an angle to the right of 90 degrees and run in a southerly direction along said west right-of-way line of Glen Abbey Way for a distance of 58.45 feet; thence turn an angle to the left of 90 degrees and run in an easterly direction for a distance of 180.0 feet to an existing iron pin being the southeast corner of Lot 87, Weatherly Glen Abbey-Sector 12; thence turn an angle to the right of 90 degrees and run in a southerly direction for a distance of 1628.73 feet, more or less, to an existing iron pin, thence turn an angle to the right of 91 degrees 27 minutes 04 seconds and run in a westerly direction for a distance of 325.11 feet to an existing iron pin; thence turn an angle to the right of 88 degrees 32 minutes 56 seconds and run in a northerly direction for a distance of 1344.06 feet, more or less, to the point of beginning.

Parcel 3

Part of the SE 1/4 of the SE 1/4 of Section 25, Township 20 South, Range 3 West and part of the NE 1/4 of the NE 1/4 of Section 36, Township 20 South, Range 3 West, and part of the SW 1/4 of the SW 1/4 of Section 30, Township 20 South, Range 2 West, and part of the NW 1/4 of the NW 1/4 of Section 31, Township 20 South, Range 2 West, all in Shelby County, Alabama, being more particularly described as follows:

From a point of intersection of the southeast right-of-way line of Shelby County Highway #11 with the east right-of-way line of I-65 Highway run in a northeasterly direction along said southeast right-of-way line of Shelby County Highway #11 for a distance of 60.0 feet to an existing iron pin being the point of beginning; thence continue in a northeasterly direction along said southeast right-of-way line of Shelby County Highway #11 for a distance of 40.0 feet to an existing iron pin; thence turn an angle to the right of 39 degrees 50 minutes 43 seconds and run in an easterly direction for a distance of 80.34 feet to an existing iron pin; thence turn an angle to the left of 45 degrees 22 minutes 16 seconds and run in a northeasterly direction along

said southeast right-of-way of Shelby County Highway #11 for a distance of 364.72 feet; thence turn an angle to the left of 18 degrees 34 minutes 03 seconds and run in a northeasterly direction for a distance of 109.61 feet; thence turn an angle to the right of 24 degrees 02 minutes 49 seconds and run in a northeasterly direction along said southeast right-of-way line of Shelby County Highway #11 for a distance of 246.18 feet; thence turn an angle to the right of 89 degrees 04 minutes 33 seconds and run in a southeasterly direction for a distance of 662.14 feet; thence turn an angle to the right of 39 degrees 36 minutes 53 seconds and run in a southerly direction for a distance of 435.0 feet; thence turn an angle to the right of 90 degrees 01 minute 24 seconds and run in a westerly direction for a distance of 1080.22 feet to an existing iron pin being on the east right-of-way line of I-65 Highway; thence turn an angle to the right of 89 degrees 23 minutes 37 seconds and run in a northerly direction along said east right-of-way line of I-65 Highway for a distance of 302.67 feet to an existing iron pin; thence turn an angle to the right of 51 degrees 56 minutes 31 seconds and run in a northeasterly direction for a distance of 60.0 feet; thence turn an angle to the left of 51 degrees 56 minutes 31 seconds and run in a northerly direction for a distance of 76.21 feet, more or less, to the point of beginning.

Less and except any portion lying in a road right-of-way.

Parcel 4

All of Section 28, Township 20 South, Range 2 West, situated in Shelby County, Alabama. Less and except the Northwest Quarter of the Northwest Quarter, and
The North one-fourth of Section 33, Township 20 South, Range 2 West, and
The North one-half of the Northwest Quarter and the Northeast Quarter of the Northeast Quarter of Section 32, Township 20 South, Range 2 West, all of said parcels are situated in Shelby County, Alabama.

Less and except any portion lying in a road right-of-way.

Parcel 5

The Northwest Quarter of the Northeast Quarter of Section 32, Township 20 South, Range 2 West, and
The Southwest 1/4 of the Northwest 1/4 and the West one-half of the Southeast 1/4 of the Northwest 1/4, all in Section 32, Township 20 South, Range 2 West, all of said parcels are situated in Shelby County, Alabama.

Parcel 6

A parcel of land situated in Section 33, Township 20 South, Range 2 West, and being more particularly described as follows:

Begin at the NW corner of the SW1/4 of NW1/4 of Section 33, Township 20 South, Range 2 West; thence S 87 degrees 34' 13" East a distance of 3000.00'; thence S 54 degrees 23' 13" West a distance of 3730.91'; thence N 0 degrees 53' 51" East a distance of 983.26'; thence N 0 degrees 53' 17" East a distance of 1316.74' to the point of beginning.

Parcel 7

Lots 1 through 41 and Lots 87 through 92, less and except Lots 4, 16, 29, 39 and 91, according to the Survey of Weatherly, Glen Abbey, Sector 12, as recorded in Map Book 18, Page 128, in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the

payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals of said policies, to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee then said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, the policy, if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburse said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the interest thereon, then this conveyance to be null and void, but should default be made in the payment of any sum expended by the said Mortgagee, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee in said property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee shall be authorized to take possession of the premises hereby conveyed and with or without first taking possession, after giving twenty-one days notice by publishing once a week for three consecutive weeks, the time, place and terms of sale, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Courthouse door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said sale; First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may be necessary then to expend in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured, at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee"

wherever used in this mortgage refers to the person, or the persons, or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and the assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, we, in our capacities, and with full authority to do so, as Managing Members of Weatherly Joint Venture, L.L.C., an Alabama Limited Liability Company, have hereunto set our hands and seals on this the 12th day of April, 1994.

WEATHERLY JOINT VENTURE, L.L.C.

Thomas J. Thornton (Seal)
Thomas J. Thornton, Managing Member

Jack H. Harrison (Seal)
Jack H. Harrison, Managing Member

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Thomas J. Thornton and Jack H. Harrison, as Managing Members of Weatherly Joint Venture, L.L.C., and whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance they, with full authority to do so, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 12th day of April, 1994.

B. Lynn McLaughlin
Notary Public

My Commission Expires: 7-15-95

Mortgage

12/01/1994-35325
08:09 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MCD 168.50